



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: WM-7

October 7, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

Dear Supervisors

**GRANT FUNDING FOR METHODOLOGY TO PRIORITIZE
STRUCTURAL BEST MANAGEMENT PRACTICES
GRANT AGREEMENT NO. 03-203-554-0
COSTA-MACHADO WATER BOND ACT OF 2000 (PROPOSITION 13)
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

- 1 Adopt the enclosed resolution accepting a grant of \$219,235 from the State Water Resources Control Board (State Board) for the creation of a methodology for prioritizing Structural Best Management Practices (BMPs) and delegating authority to the Chief Engineer of the Flood Control District, or his designee, to conduct business with the State Board on matters related to this grant, including executing the enclosed grant agreement and any amendments, and signing requests for payment.
- 2 Authorize the Chief Engineer of the Flood Control District, or his designee, to execute a Memorandum of Understanding (MOU), substantially similar to the enclosed MOU, with the City of Los Angeles to contribute in-kind services, and Heal the Bay to produce the Methodology for Prioritizing Structural BMPs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Urban runoff is believed to be the largest source of surface water pollution in the County. Regulating authorities are issuing numerous regulations to control pollutants and practices that degrade water quality. Structural BMPs help resolve water quality problems, but available technologies to meet these water quality regulations lag behind. As a result, Structural BMPs are being selected and installed in a piecemeal fashion, often focusing on only one pollutant and source or local area. There has been little or no effort to regionally optimize Structural BMP selection.

In coming years, millions of dollars will be spent installing Structural BMPs throughout the County to comply with water quality regulations. The District, in conjunction with the City of Los Angeles and Heal the Bay, submitted a grant application to the State Board to develop a comprehensive methodology for prioritizing available Structural BMPs. The methodology will incorporate land-use types, pollutants of concern, and Structural BMP categories to select the BMPs best suited for implementation at a particular site, thereby maximizing the return on Structural BMP expenditures.

On October 17, 2002, under the Costa-Machado Water Act of 2000 (Proposition 13), the State Board awarded a grant for \$219,235 to the District. A resolution of the governing board of the District authorizing the execution of the grant agreement with the State Board is required as part of the State contracting process. The agreement between the District and the State Board contains the standard State-required language and conditions and a detailed project scope of work.

In order to carry out the terms of the agreement with the State Board, an MOU among the District, the City of Los Angeles, and Heal the Bay is required. The MOU spells out the terms and conditions of the work to be performed by each entity to produce the Methodology for Prioritizing Structural BMPs.

Once the methodology is completed, the District, the City of Los Angeles, and Heal the Bay will work with jurisdictions, agencies, and local stakeholder groups to incorporate this methodology into watershed planning efforts.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by securing grant financing through the State Board for the project.

FISCAL IMPACT/FINANCING

The total cost of this study is estimated to be \$299,235. The City of Los Angeles will contribute in-kind services valued at \$30,000 and the District will contribute in-kind services valued at \$50,000. The District will also contribute \$219,235 to Heal the Bay for which the District will be reimbursed by the State Board through Proposition 13 funds. Sufficient funds to cover the District's share have been allocated from the Fiscal Year 2004-05 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines to be followed prior to the acceptance by the County of grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the department carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review. The resolution, which is required by the funding agency, has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These actions do not constitute a project and, therefore, are exempt from the requirements of the California Environmental Quality Act.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

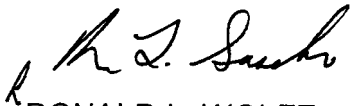
There is no adverse impact on current services.

The Honorable Board of Supervisors
October 7, 2004
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CONCLUSION

Please return three approved copies of this letter and the signed resolution to Public Works.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald L. Wolfe", is written over a horizontal line.

DONALD L. WOLFE
Interim Director of Public Works

SR:kk

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Enc.

cc: Chief Administrative Office
County Counsel

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BOARD
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO ACCEPT A
GRANT FROM THE STATE WATER RESOURCES CONTROL BOARD
THROUGH THE PROPOSITION 13 COSTA-MACHADO WATER BOND ACT
TO DEVELOP A METHODOLOGY FOR PRIORITIZING
STRUCTURAL BEST MANAGEMENT PRACTICES**

WHEREAS, in March 2000, California voters approved the Costa-Machado Water Bond Act, which authorized the State of California to sell \$1.97 billion in general obligation bonds to support safe drinking, water quality, flood protection, and water reliability projects throughout the State; and

WHEREAS, the State Water Resources Control Board approved the award of \$219,235 of Costa-Machado Water Bond Funds to the Los Angeles County Flood Control District to produce a methodology for prioritizing Structural Best Management Practices (BMPs); and

WHEREAS, the goal of the methodology for prioritizing Structural BMPs is to develop a comprehensive methodology for implementing BMPs that improve water quality in a cost-effective manner.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Los Angeles County Flood Control District, accepts a grant from the State Water Resources Control Board pursuant to the Costa-Machado Water Bond Act in an amount not to exceed Two Hundred Nineteen Thousand Two Hundred Thirty-Five Dollars (\$219,235) for the creation of a methodology for prioritizing Structural BMPs, and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the Chief Engineer of the Flood Control District, or his designee, to conduct business with the State Water Resources Control Board on any and all matters related to this grant, including executing the grant agreement, negotiating and executing any amendments, and signing requests for payment.

The foregoing Resolution was on the ____ day of _____, 2004,
adopted by the Board of Supervisors of the County of Los Angeles, State of California,
acting as the governing body of the Los Angeles County Flood Control District.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By  _____
Deputy

M E M O R A N D U M O F U N D E R S T A N D I N G

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), made and entered into this ____ day of _____, 2004, by and among the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT," the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and HEAL THE BAY, a nonprofit organization in the State of California, hereinafter referred to as "HEAL THE BAY."

W I T N E S S E T H:

WHEREAS, the DISTRICT, CITY, and HEAL THE BAY (collectively, the "Parties") recognize the need to improve Los Angeles region water quality and help those receiving waters meet the beneficial uses as listed in the State's regulations; and

WHEREAS, Structural Best Management Practices ("BMPs") may help solve the water quality problems associated with urban runoff; and

WHEREAS, the DISTRICT is the lead applicant, and the CITY and HEAL THE BAY are cooperating entities for grant funding through the Costa-Machado Water Act of 2000, to complete the Methodology for Prioritizing Structural Best Management Practices Projects (hereinafter referred to as "PROJECT"); and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting as the governing board of the DISTRICT, has accepted the grant by Resolution in the amount of \$219,235, a copy of the grant being attached as Exhibit A; and

WHEREAS, the Ballona Creek watersheds will be the applied example for the PROJECT; and

WHEREAS, the PROJECT will result in two work products: (1) a methodology for prioritizing the selection of Structural BMPs in the County of Los Angeles, which will include supporting documentation and a guidance document, and (2) a report that details the application of this methodology to the Ballona Creek Watershed, which will include a specific priority list for selecting Structural BMP projects in that watershed; and

WHEREAS, the priority list will include: (1) the recommended type of BMP whose selection will assist the DISTRICT and CITY in their efforts to maximize water quality benefits and minimize costs, (2) the specific location in the watershed for installation of the BMPs, and (3) performance and cost estimates; and

WHEREAS, DISTRICT, CITY, and other stakeholders in the Los Angeles region may utilize the methodology to prioritize the selection of Structural BMPs to assist their efforts to obtain maximum water quality benefits; and

WHEREAS, the work products that are generated from the PROJECT are intended to be used as tools to assist efforts to achieve maximum water quality and are intended to be used by those who have sufficient knowledge and skill in the area of water quality; it is not a substitution for judgment; and

WHEREAS, the DISTRICT, CITY, and HEAL THE BAY will mutually contribute to research available Structural BMPs to treat and control polluted runoff; and

WHEREAS, the DISTRICT will transfer the grant funds to HEAL THE BAY for implementation of the PROJECT. In addition, the DISTRICT will provide in-kind services valued at \$50,000 and the CITY will provide in-kind services valued at \$30,000; and

WHEREAS, HEAL THE BAY is a nonprofit environmental group working to make the waters of Southern California safe and healthy for people and marine life, which will bring considerable resources and expertise to the PROJECT; and

WHEREAS, HEAL THE BAY will develop the PROJECT;

NOW, THEREFORE, founded upon the receipt of grant funding, and in consideration of the mutual benefits to be derived by the Parties and of the promises herein contained, the Parties hereby agree as follows:

Section (1) DISTRICT AGREES TO:

- (1) Provide technical expertise and administrative services with an in-kind value of \$50,000.
- (2) Make the following contributions to HEAL THE BAY upon completion of the following milestones:
 - a. DISTRICT will contribute \$20,000 up-front for purposes of cash flow within 30 days of receiving the final executed contract from the State Water Resources Control Board to assist HEAL THE BAY in starting the PROJECT;
 - b. DISTRICT will contribute \$5,000 upon completion of Task 2.1 Project Assessment and Evaluation Plan;
 - c. DISTRICT will contribute \$5,000 upon completion of the first Quarterly Progress Report (Task 1.2), Task 1.5: Contract Summary Form, and Task 1.6: Subcontractor Documentation;
 - d. DISTRICT will contribute \$5,000 upon completion of Task 3.3: List of Structural BMPs, which includes collecting and evaluating and documenting information on Structural BMPs, which include pollutant removal effectiveness, design criteria, costs, and maintenance requirements;

- e. DISTRICT will contribute \$10,000 upon completion of Task 3.5: Draft Prioritization Methodology;
 - f. DISTRICT will contribute \$50,000 upon completion of Task 4.4: Final Prioritization Methodology;
 - g. DISTRICT will contribute \$60,000 upon completion of Task 4.5: Summary Report of Recommended Structural BMPs;
 - h. DISTRICT will contribute \$30,000 upon completion of Task 5: Guidance Document;
- DISTRICT will contribute \$15,000 upon completion of Task 6: Public Outreach; and
- DISTRICT will contribute \$19,235 upon completion of Task 7: Draft and Final Project Report.

Section (2) CITY AGREES TO:

- (1) Provide in-kind services toward the PROJECT valued in the amount of \$30,000 for general stormwater expertise, analysis on BMPs, and site inspections.

Section (3) HEAL THE BAY AGREES TO:

Accept the transfer of the grant funds and perform any and all work necessary to adequately and timely complete the PROJECT consistent with the scope of work attached as Exhibit B.

Adhere to all of the grant terms and conditions.

Provide the DISTRICT and CITY with a detailed budget expense breakdown of all items related to the PROJECT no later than one month after the completion of the Project.

Complete the PROJECT by June 30, 2006.

Indemnify and hold harmless the DISTRICT and CITY and reimburse the state if the state determines that the grant subcontracting regulations were violated.

- (6) Provide the DISTRICT and CITY with:
 - a. A methodology for prioritizing the implementation of Structural BMPs in the County of Los Angeles, which will include supporting documentation and a guidance document, and

- b. A report that details the application of this methodology to the Ballona Creek Watershed, which will include a specific priority list for implementing Structural BMP projects in that watershed.

Section (4) DISTRICT, CITY, AND HEAL THE BAY MUTUALLY AGREE AS FOLLOWS:

- 1) DISTRICT and CITY may terminate this Agreement upon giving two days written notice if grant funding becomes unavailable.
- (2) DISTRICT's total cash obligation under the terms of this Agreement shall consist solely of grant proceeds and shall not exceed \$219,235.
- (3) This Agreement may only be amended by mutual written consent of all parties.
- (4) DISTRICT reserves the right, in DISTRICT's sole and absolute discretion, to terminate all or any portion of this Agreement for any reason upon giving 30 days written notice to HEAL THE BAY and CITY, unless a shorter time period is mutually agreeable to all parties.
- (5) CITY reserves the right, in CITY's sole and absolute discretion, to terminate all or any portion of this Agreement for any reason upon giving 30 days written notice to HEAL THE BAY and DISTRICT, unless a shorter time period is mutually agreeable to all parties.
- (6) Should the CITY or DISTRICT exercise the right to terminate this Agreement, HEAL THE BAY may recover any reasonable and necessary expenses to achieve the goals of this Agreement that were incurred by HEAL THE BAY prior to the termination of the Agreement and that were incurred in reliance on the Agreement remaining in full force and effect.

Section (5) Indemnification

Nothing in this AGREEMENT shall create any obligation for the DISTRICT, CITY, or any related agency (e.g., the County of Los Angeles) to perform any obligation that may arise from the research and the PROJECT to install or otherwise implement Structural BMPs in specific areas.

The Parties shall indemnify, defend, and hold harmless each other party, including its officers, agents, and employees, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with their acts and/or omissions arising from and/or relating to this Agreement.

Section (6) Independent Contractor Status

This Agreement is by and among the DISTRICT, CITY, and HEAL THE BAY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, among the Parties to this Agreement.

HEAL THE BAY understands and agrees that all persons furnishing services on behalf of HEAL THE BAY to DISTRICT and CITY pursuant to this Agreement, for all purposes, including but not limited to Workers' Compensation liability, are not employees, agents or otherwise entitled to benefits from the DISTRICT or CITY.

HEAL THE BAY shall bear the responsibility and liability for furnishing Workers' Compensation and/or proof of Workers' Compensation insurance and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of HEAL THE BAY pursuant to this Agreement.

Section (7) Child Support Laws

DISTRICT's Policy on Child Support Laws

HEAL THE BAY acknowledges that DISTRICT and CITY place a high priority on the enforcement of child support laws and the apprehension of child support evaders. HEAL THE BAY understands that it is DISTRICT's policy to encourage all DISTRICT contractors to voluntarily post the DISTRICT's "LA's Most Wanted: Delinquent Parents List" in a prominent position at HEAL THE BAY's place of business.

Child Support Compliance Program

As required by the DISTRICT's Child Support Compliance Program (County Code Chapter 2.200), HEAL THE BAY shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

(3) Termination for Noncompliance with Child Support Requirements

HEAL THE BAY shall maintain compliance with requirements of DISTRICT's Child Support Compliance Program as certified in HEAL THE BAY's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of HEAL THE BAY to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within 90 days of notice by the DISTRICT shall be grounds upon which the DISTRICT may give notice of termination and terminate this Agreement.

Section (8) Consideration of Hiring GAIN/GROW Employees

Should HEAL THE BAY require additional or replacement personnel after the effective date of this Agreement, HEAL THE BAY shall give consideration for any such employment openings to participants in the DISTRICT's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet HEAL THE BAY's minimum qualifications for the open position. The DISTRICT will refer GAIN participants by category to HEAL THE BAY.

Section (9) Notice to Employees Regarding the Federal Earned Income Credit

HEAL THE BAY shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (attached).

Section (10) Prohibition Against Use of Child Labor

HEAL THE BAY shall:

- (1) Not knowingly sell or supply to DISTRICT any products, goods, supply, or other personal property or manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,
- (2) Upon request by DISTRICT, provide the country/countries of origin of any products, goods, supplies, or other personal property HEAL THE BAY sells or supplies to DISTRICT; and,
- (3) Upon request by DISTRICT, provide to DISTRICT the manufacturer's certification of compliance with all international child labor conventions.

Should DISTRICT discover that any products, goods, supplies, or other personal property sold or supplied by HEAL THE BAY to DISTRICT are produced in violation of any international child labor conventions, HEAL THE BAY shall immediately provide an alternative, compliant source of supply.

Failure by HEAL THE BAY to comply with provisions of this clause will be grounds for immediate cancellation of this Agreement.

Section (11) Termination for Improper Consideration

DISTRICT may, by written notice to HEAL THE BAY, immediately terminate the right of HEAL THE BAY to proceed under this Agreement if it is found that consideration, in any form, was offered or given by HEAL THE BAY, either directly or through an intermediary, to any DISTRICT officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the HEAL THE BAY's

performance pursuant to this Agreement. In the event of such termination, DISTRICT shall be entitled to pursue the same remedies against HEAL THE BAY as it could pursue in the event of default by HEAL THE BAY.

HEAL THE BAY shall immediately report any attempt by a DISTRICT officer or employee to solicit such improper consideration. The report shall be made either to the DISTRICT manager charged with the supervision of the employee or to the DISTRICT Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

Section (12) Notification

- () Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by deposition such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the following representatives of the parties:

DISTRICT:

Mr. Steven Ross, Watershed Manager
County of Los Angeles Department of Public Works
Watershed Management Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803

CITY:

Mr. Shahram Kharaghani, Division Manager
Department of Public Works
Bureau of Sanitation
Watershed Protection Division
2714 Media Center Drive
Los Angeles, CA 90065

HEAL THE BAY:

Dr. Mark Gold, D. Env., Executive Director
Heal the Bay
3220 Nebraska Avenue
Santa Monica, CA 90404

In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to HEAL THE BAY. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if HEAL THE BAY is a partnership; or by the president, vice president, secretary, or general manager, if HEAL THE BAY is a corporation; or by the managing agent regularly in charge of the work on behalf of HEAL THE BAY shall in any case be sufficient notice.

Section (13) Mutual Covenants

- (1) Governing Law: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- (2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all the parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

- (4) No Third Party Beneficiary/ Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.
- (5) Waiver: No waiver of any breach or default by any party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any party to enforce at anytime or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- (6) Covenant: All provisions of this Agreement, whether covenants or conditions, on the part of HEAL THE BAY and the CITY, shall be deemed to be both covenants and conditions.
- (7) Severability: If any provision of this Agreement shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

- (8) Counterparts: This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same instrument.
- (9) Interpretation: All parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.
- (10) Assignment: No party shall assign this Agreement or any of such party's interest, rights, or obligations under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld except that any party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning party as its successor.

Section (14) Negation of Partnership

Nothing in this Agreement shall be construed to render DISTRICT or CITY in any way or for any purpose a partner, joint venturer, or associate in any relationship with HEAL THE BAY, nor shall this Agreement be construed to authorize either to act as agent for the other unless expressly provided in this Agreement.

Section (15) Entire Agreement

This Agreement contains the entire Agreement of the parties and of matters covered hereby, and no other previous agreement, statement, or promise made by any party hereto which is not contained herein shall be binding or valid unless in writing and properly executed by all parties.

Section (16) Savings Clause

If any provision or provisions of this Agreement are for any reason adjudged to be unenforceable or invalid, it is the specific intent of the parties that the remainder shall subsist, be, and remain in full force and effect.

Section (17) Authority to Enter into Agreement

The individual(s) executing this Agreement on behalf of HEAL THE BAY attest(s), warrant(s), and represent(s) to be duly authorized to execute this Agreement on behalf of HEAL THE BAY.

Section (18) Final Contract Awarded by Board

Notwithstanding a recommendation of the Department of Public Works, the Board of Supervisors retains the right to exercise its judgment concerning the terms and conditions of this Agreement, and to determine what best serves the interest of the DISTRICT. The Board of Supervisors is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, an Agreement.

Section (19) DISTRICT Lobbyists

Each DISTRICT lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by HEAL THE BAY shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. HEAL THE BAY's signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any DISTRICT lobbyist retained by HEAL THE BAY to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the DISTRICT may immediately terminate or suspend this Agreement.

Section (20) Notice to Employees Regarding the Safely Surrendered Baby Law

HEAL THE BAY shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County of Los Angeles, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

Section (21) Contractor's Acknowledgment of DISTRICT's Commitment to the Safely Surrendered Baby Law

HEAL THE BAY acknowledges that the DISTRICT places a high priority on the implementation of the Safely Surrendered Baby Law. HEAL THE BAY understand that it is the DISTRICT's policy to encourage all DISTRICT contractors to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. HEAL THE BAY will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County of Los Angeles Department of Children and Family Services will supply HEAL THE BAY with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date shown.

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

ATTEST:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

By _____
Chief Engineer

By _____
City Engineer

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO FORM:

ROCKARD DELGADILLO
City Attorney

By _____
Christopher M. Westhoff
Assistant City Attorney

HEAL THE BAY,
NONPROFIT ORGANIZATION

By _____
Mark Gold
Executive Director

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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- 1 Contractor agrees to provide to the State Water Resources Control Board (SWRCB) subvention services as described herein:

Prepare a methodology for prioritizing Structural Best Management Practices to treat and reduce urban runoff pollution to coastal waters from nonpoint source pollution.

2. The services shall be performed for all Los Angeles County Watersheds with application to the Ballona Creek Watershed.
3. The services shall be provided during the term of the agreement.
4. The Project Representatives during the term of this agreement will be:

State Water Resources Control Board	Contractor: County of Los Angeles Department of Public Works
Section/Unit:	Section/Unit: Watershed Management Division
Attention: Raymond Jay	Attention: Steven Ross, Project Director
Address: 320 West 4 th Street, Suite 200 Los Angeles, CA 90013	Address: 900 S. Fremont Ave, 11 th Floor Alhambra, CA 91803-1331
Phone: (213) 576-6689	Phone: (626) 458-4316
Fax: (213) 576-6686	Fax: (626) 457-1526
e-mail: rjay@rb4.swrcb.ca.gov	e-mail: sross@ladpw.org

Direct all inquiries to:

State Water Resources Control Board	Contractor: County of Los Angeles Department of Public Works
Section/Unit: Division of Financial Assistance	Section/Unit: Watershed Management Division
Attention: Monica Torres	Attention: Stacy Alldredge, Contract Contact
Address: 1001 I Street, 14 th Floor Sacramento, CA 95814	Address: 900 S. Fremont Ave, 11 th Floor Alhambra, CA 91803-1331
Phone: (916) 341-5494	Phone: (626) 458-4333
Fax: (916) 341-5296	Fax: (626) 457-1526
e-mail: torrm@swrcb.ca.gov	e-mail: salldredge@ladpw.org

The parties may change their Project Representative upon providing ten (10) days written notice to the other party.

5. Detailed description of work to be performed and duties of all parties shall be provided in accordance with Exhibit A-1 Work to be Performed which is attached hereto and made part of this Agreement.

EXHIBIT A - 1
(Standard Agreement)

A. BACKGROUND AND GOALS

Urban runoff, the largest source of surface water pollution in the County of Los Angeles, severely impacts the County's coastal waters. Urban runoff leads to a buildup of trash and contaminated sediments at the mouths of rivers streams and ocean outfalls, creates plumes of runoff toxic to coastal marine life, and causes most beach closures and warnings of unsafe swimming conditions. As a result, nearly 40% (forty percent) of California's impaired receiving waters as listed on the State's 303(d) list are located in the County of Los Angeles. Ballona Creek, the project demonstration watershed, is impaired due to excessive levels of 14 (fourteen) pollutants and water and sediment toxicity as defined by the State's 303(d) list.

The retrofit of Structural Best Management Practices (BMPs) will help to solve the water quality problems associated with urban runoff in Los Angeles. Over the next 20 (twenty) years as regulatory programs require water quality improvements millions of dollars will be spent installing Structural BMPs to retrofit existing stormwater systems throughout the County of Los Angeles. However, to date, there has been no organized and comprehensive effort within the County to optimize the selection and implementation of Structural BMPs. Currently, retrofit Structural BMPs are primarily selected and installed in a piecemeal fashion, often focusing on only one specific pollutant (or source), regulatory requirement, or local opportunity. There has been little or no effort to regionally optimize Structural BMP selection and implementation.

The goal of this project is to develop a comprehensive methodology for using the Geographic Information System (GIS) system to prioritize implementation of Structural BMPs throughout Los Angeles County to maximize the return of expenditures for Structural BMPs implemented. The Structural BMPs selected and implemented will treat urban runoff in a manner that maximizes pollutant reductions for multiple contaminants and benefit water quality in a cost effective manner. In addition, the project will demonstrate the use of this methodology by applying it to the Ballona Creek watershed. The final product of the project will be a comprehensive, detailed blueprint for implementing Structural BMPs in the Ballona Creek Watershed.

B. WORK TO BE PERFORMED

The Contractor shall be responsible for the performance of the work as set forth herein below and for the preparation of products and a final report as specified in this Exhibit. The Project Representative shall promptly notify the SWRCB's Project Representative of events or proposed changes that could affect the scope, budget, or schedule of work performed under this Agreement. Unless otherwise specified in the Agreement, all deliverables shall be provided to both the SWRCB's Program Analyst and SWRCB's Project Representative.

Task 1. Project Administration

- 1.1 Provide all technical and administrative services as needed for Agreement completion; review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Ensure that the Agreement requirements are met through completion of quarterly progress reports submitted to the SWRCB's Project Representative by the tenth (10th) of the month following the end of the calendar quarter (March, June, September, and December) and through regular communication with the SWRCB's Project Representative. The progress reports shall describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. The description of activities and accomplishments of each task during the quarter shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.

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- 1.3 Disclosure Requirements - Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an Agreement with the SWRCB pursuant to the Costa-Machado Water Act of 2000 (Proposition 13) and any amendments thereto for the implementation of California's Nonpoint Source Pollution Control Program. The contents of this document do not necessarily reflect the views and policies of the SWRCB, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

The Contractor shall include in each of its subcontracts for work under this Agreement a provision that incorporates the requirements stated within this subtask.

- 1.4 The Contractor shall notify the SWRCB's Project Representative at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by SWRCB representatives.
- 1.5 Complete a one (1) page contract summary form (form to be provided by the SWRCB) within three (3) months of the Agreement execution.
- 1.6 Award subcontract(s) to appropriate organization(s) to perform tasks as outlined in this Agreement. Document steps taken in soliciting and awarding the subcontract and submit them to the SWRCB's Project Representative for review prior to subcontract award. Provide SWRCB's Project Representative with a copy of the awarded subcontract. Document all subcontractor activities and expenditures in progress reports.
- 1.7 Every six (6) months during the term of this Agreement, the Contractor shall develop and submit to their assigned SWRCB Program Analyst expenditure/invoice projections to enable funding to be available for payment of invoices.
- 1.8 At the completion of this project and prior to final payment, the Contractor's Project Representative shall fill out and provide a survey form to the SWRCB's Project Representative.

Task Deliverables: 1.2 Progress Reports, 1.5 Contract Summary Form, 1.6 Subcontractor Documentation, 1.7 Expenditure/Invoice Projections, 1.8 Project Survey Form

Task 2. Project Assessment and Evaluation Plan

- 2.1 Submit to the SWRCB Project Representative for approval a Project Assessment and Evaluation Plan that does all of the following:
- a. Identifies one or more nonpoint sources of pollution.
 - b. Describes the baseline water quality of the water body impacted.
 - c. Describes the manner in which the proposed practices or measures are implemented.
 - d. Determines the effectiveness of the proposed practices or measures in preventing or reducing pollution.

Task Deliverables: 2.1 Project Assessment and Evaluation Plan

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Task 3. Prioritization Methodology for Structural BMP Implementation

The methodology will access compiled and other appropriate performance information on BMP effectiveness in the County of Los Angeles environment. A user can then enter watershed-specific information into the methodology to produce a prioritized list of locations and BMPs best suited for those locations in order to effectively treat pollutants of concern.

- 3.1 Compile information on Structural BMPs for urban runoff from local, regional, and the International Stormwater BMP Database including pollutant removal performance, design criteria, costs, maintenance requirements. This will be facilitated by accessing the newly developed International Database on BMP performance developed for the United States Environmental Protection Agency and the American Society of Civil Engineers for the BMP types included in the database as well as utilizing local and regional information on BMP performance.
- 3.2 Collect data on factors that contribute to BMP selection and installation in the County of Los Angeles. These factors may include regulatory requirements, pollutants of concern, water quality impairments, watershed restoration plans and goals, cost effectiveness, habitat and receiving water beneficial uses considerations, site factors, land uses, and other BMPs implemented in the area.

From the information in Tasks 3.1 and 3.2, develop a priority list (Top Ten), with references, of Structural BMPs that may be effective in the Los Angeles region.

Develop implementation criteria that must be evaluated before a BMP can be considered for implementation and prioritization. The criteria will be based on cost effectiveness, performance, site, design, and maintenance requirements.

- 3.5 Develop a general methodology, in the form of a short report, to prioritize and rank locations within a watershed in the Los Angeles region for the implementation of the Structural BMPs listed on the priority list (Task 3.3.)
 - 3.5.1 Develop recommended procedures for a Geographic Information System (GIS) system-use such that land use pollutant generation rates and BMP implementation issues such as land required along with receiving water issues are used to help identify potential BMP implementation locations within a watershed.
 - 3.5.2 Develop a methodology for prioritizing the list of locations identified within a watershed (Task 3.5.1) according to amount of pollution generated using GIS system and other criteria tools.
 - 3.5.3 Develop a matrix of recommended BMPs to be implemented for all identified location sites.
 - 3.5.4 Develop a methodology for the use of the GIS system that will select the most effective BMP types for each site based upon outfall locations, pollutant sources, water quality impairments, and/or other watershed data.
 - 3.5.5 Provide guidance for combining information collected with any field efforts to determine the final prioritization.

Task Deliverables: 3.3 List of Structural BMPs, 3.5 Draft Prioritization Methodology

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Task 4. Application of Prioritization Methodology to the Ballona Creek Watershed

The Draft Prioritization Methodology developed (Task 3) will be first applied to the Ballona Creek Watershed as a demonstration case. All necessary and available information on the Ballona Creek Watershed will be entered into the methodology producing a list of recommended BMPs and locations for their implementation. This application will be used to recommend watershed management practices and to promote the methodology's use by municipalities within the Ballona Creek Watershed and all of the County of Los Angeles.

- 4.1 With the help of stakeholder groups such as the Ballona Creek Watershed Task Force, collect and assess water quality and watershed information for the Ballona Creek Watershed including the GIS maps developed in the Ballona Creek Watershed Management Plan, other existing GIS data, and local water quality monitoring data for wet- and dry-weather runoff, and dry weather flow rates and other hydrological data, land uses, and local research projects. The GIS information will include available land use data, stormwater conveyance systems, other infrastructure, and receiving waters.
- 4.2 Apply the Draft Prioritization Methodology developed in Task 3 to the Ballona Creek Watershed. The methodology will be designed so that different criteria can be used based upon future changes in water quality goals and objectives, making reanalysis of BMP priorities easier.
- 4.3 After application to Ballona Creek, develop a list of recommended changes for the Prioritization Methodology to more accurately address the selection of Structural BMPs in the County of Los Angeles.
- 4.4 Revise and finalize the draft Prioritization Methodology incorporating the recommended changes (Task 4.3) and submit to the SWRCB's Project Representative.
- 4.5 Prepare a summary report recommending to the County of Los Angeles, city municipalities, regulators and stakeholder groups a prioritized list of Structural BMPs and locations for their implementation in the Ballona Creek Watershed determined by applying the Prioritization Methodology and submit to the SWRCB's Project Representative.

Task Deliverables: 4.4 Final Prioritization Methodology, 4.5 Summary Report of Recommended Structural BMPs

Task 5. Guidance Document for Using the Prioritization Methodology

The purpose of this guidance document is to provide assistance to public works staff in the County of Los Angeles, City of Los Angeles, and municipalities, and other stakeholders in applying the prioritization methodology to their respective watersheds within the County of Los Angeles. The guidance document will be written after application of the prioritization system to the Ballona Creek watershed based upon recommended enhancements to the methodology.

- 5.1 Develop a guidance manual that provides information and supporting documentation for the use of the Structural BMP Prioritization Methodology developed in Task 3 and refined in Task 4.
- 5.2 Make available the guidance document electronically from the various web pages such as the County of Los Angeles' Watershed Management web page, City of Los Angeles' Watershed Protection web site, and Heal the Bay's web page. The various municipalities and agencies responsible for water quality within the County of Los Angeles are the target audience for the guidance manual. Notice of the availability of this document will be provided to the target audience through the various watershed management groups and the County of Los Angeles' BMP Task Force.

Task Deliverables: 5.1 Guidance Manual, 5.2 Guidance Manual Availability Notice

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Task 6. Public Outreach

The purpose of this task is to provide information and opportunities for municipalities and stakeholder groups to implement and share the success of the methodology developed. Outreach will continue beyond the term of this Agreement.

- 6.1 Following development of the guidance manual, conduct a workshop to present the prioritization procedure and methodology to municipalities and stakeholders located within the County of Los Angeles, including those within the Ballona Creek watershed. The goal of the workshop will be to introduce the prioritization tool to potential users and demonstrate the effectiveness of the tool through the results of the Ballona Creek watershed application.
 - 6.1.1 Prepare and distribute workshop notices to the target audience through the various watershed management groups and the County of Los Angeles' BMP Task Force.
- 6.2 Produce outreach materials such as flyers and brochures describing the methodology developed and distribute at meetings held by municipalities and stakeholder groups within the County of Los Angeles.
- 6.3 Update the County of Los Angeles' website with information regarding the methodology developed and any success stories from agencies that have applied the methodology.

Task Deliverables: 6.1.1 Workshop Notices, 6.2 Outreach Materials, 6.3 Printout of County of Los Angeles' Website

Task 7. Draft and Final Project Report

- 7.1 Prepare a draft project report that includes the results of the tasks listed above. The report shall include the following narrative sections:
 - a. A brief introduction section including a statement of purpose, the scope of the project, and a description of the approach and techniques used during the project.
 - b. A list of the task deliverables previously submitted as outlined in the Schedule of Deliverable Due Dates.
 - c. Any additional information that is deemed appropriate by the Contractor's Project Representative.
 - d. Indicate whether the purposes of the project have been met. Include information collected in the accordance with the project monitoring and report ("assessment and evaluation") plan, including a determination of the effectiveness of the best management practices or management measures implemented as part of the project in preventing or reducing nonpoint source pollution.
- 7.2 Submit copies of the draft project report to the SWRCB's Project Representative for review and comment.
- 7.3 Prepare a final project report that addresses, to the extent feasible, comments made by the SWRCB's Project Representative on the draft project report. Submit one (1) reproducible master and two (2) copies of the final project report to the SWRCB's Project Representative for review and acceptance.

Task Deliverables: 7.2 Draft Project Report, 7.3 Final Project Report

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C. SCHEDULE OF DELIVERABLE DUE DATES

TASK	SUB-TASK	DELIVERABLES	DUE DATE
1.0		PROJECT ADMINISTRATION	
	1.2	Progress Reports	10/10/04 and quarterly thereafter
	1.5	Contract Summary Form	10/10/04
	1.6	Subcontractor Documentation	10/10/04 and quarterly thereafter
	1.7	Expenditure/Invoice Projections	1/10/05 and every 6 months thereafter
	1.8	Project Survey Form	3/1/06
2.0		PROJECT ASSESSMENT AND EVALUATION PLAN	
	2.1	Project Assessment and Evaluation Plan	8/1/04
3.0		PRIORITIZATION METHODOLOGY FOR STRUCTURAL BMP IMPLEMENTATION	
	3.3	List of Structural BMPs	11/1/04
	3.5	Draft Prioritization Methodology	1/10/05
4.0		APPLICATION OF PRIORITIZATION METHODOLOGY TO THE BALLONA CREEK WATERSHED	
	4.4	Final Prioritization Methodology	
	4.5	Summary report	8/1/05
5.0		GUIDANCE DOCUMENT FOR USING THE PRIORITIZATION METHODOLOGY	
	5.1	Guidance Manual	12/1/05
	5.2	Guidance Manual Availability Notice	12/1/05
6.0		PUBLIC OUTREACH	
	6.1	Workshop Notices	12/1/05
	6.2	Outreach Materials	12/1/05
	6.3	Printout of Los Angeles County Website	12/1/05
7.0		DRAFT AND FINAL PROJECT REPORT	
	7.2	Draft Project Report	2/1/06
	7.3	Final Project Report	3/1/06

D. REPORTS

- 1 Not later than October 10, 2004, and quarterly thereafter, during the life of this agreement, the Contractor's Project Representative shall provide a written progress report to the SWRCB's Project Representative describing activities undertaken, accomplishment of milestones, and any problems encountered in the performance of the work under this agreement, and delivery of intermediate products, if any.

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2. The Contractor's Project Representative shall submit to the SWRCB's Project Representative for approval the reports containing the results of the work performed in accordance with the schedule of this Exhibit.
3. Not later than February 1, 2006, the Contractor's Project Representative shall submit to the SWRCB's Project Representative two (2) copies of a draft report describing the work performed pursuant to Section B of this Exhibit for review and comment.
4. Within two (2) weeks of receipt of the draft report, the SWRCB's Project Representative shall submit final comments to the Contractor's Project Representative.
5. Not later than March 1, 2006, the Contractor's Project Representative shall submit to the SWRCB's Project Representative for approval one (1) reproducible master and two (2) copies of the final report containing the results of the work performed and addressing the comments submitted to the Contractor's Project Representative by the SWRCB's Project Representative.
6. The report shall not be considered final until accepted and approved by the SWRCB's Project Representative.

EXHIBIT B
 (Standard Agreement)

TASK BUDGET

TASK	Prop 13	MATCH	TOTAL
1. Project Administration	\$12,940	\$12,000	\$24,940
2. Project Assessment and Evaluation Plan	\$500	\$25,000	\$25,500
3. Prioritization Methodology for Structural BMP Implementation	\$33,400	\$30,000	\$63,400
4. Application of Prioritization Methodology for Structural BMP Implementation	\$133,395	\$7,000	\$140,395
5. Guidance Document for Using the Prioritization Methodology	\$25,000	\$3,000	\$28,000
6. Public Outreach	\$13,300	\$3,000	\$16,300
7. Draft and Final Project Report	\$700	\$0	\$700
TOTALS	\$219,235	\$80,000	\$299,235

LINE ITEM BUDGET

	<u>Prop 13</u>	<u>MATCH</u>	<u>TOTAL</u>
Personnel Services (including benefits)	\$0	\$50,000	\$50,000
<u>Class</u>			
<u>Hours</u>			
<u>Wage/Hour</u>			
Engineer Assistant	310	\$100	
Associate Engineer	152	\$125	
Professional and Consultant Services	\$219,235	\$30,000	\$249,235
Heal the Bay			
TOTAL	\$219,235	\$80,000	\$299,235

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description: Methodology for Prioritizing Structural Best Management Practices (BMPs)

Develop a methodology for prioritizing structural BMP's for future implementation in Los Angeles County Watersheds. As part of this grant, the methodology will be applied to the Ballona Creek watershed.

Funding Agency

State Water Resources
Control Board

Program (Fed. Grant #/State Bill or Code #)

Proposition 13, Costa-Machado Water
Act of 2000

Grant Acceptance Deadline

N/A

Total Amount of Grant Funding: \$219,235

County Match: \$50,000

Grant Period: 20 months

Begin Date: 11/1/04

End Date: 7/1/06

Number of Personnel Hired Under This Grant: 0

Full Time: 0

Part Time: 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?		N/A
Will all personnel hired for this program be placed on temporary ("N") items?		N/A
Is the County obligated to continue this program after the grant expires?		No
If the County is not obligated to continue this program after the grant expires, the Department will:		N/A
a.) Absorb the program cost without reducing other services		N/A
b.) Identify other revenue sources (describe below)		N/A
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.		N/A

Impact of additional personnel on existing space:

N/A

Other requirements not mentioned above: N/A

Department Head Signature _____

Date: _____